



American Embassy
Chanakyapuri, New Delhi-110021
Phone No. 91-11-24198328
Fax No. 91-11-24198278

Solicitation No: S-IN650-16-Q-0028

Dated: February 10, 2016

Name & address of Offeror
GSO/Contracting

Issued by:

You are invited to quote your lowest prices for the listed services on this sheet and submit at newdelhibids@state.gov, no later than **1700 hours on February 22, 2016**. The Contracting Officer shall provide additional information and/or clarifications concerning this solicitation.

<u>Services - Description</u>

The U.S. Embassy, New Delhi require to hire services on Annual contract basis for periodic service and maintenance as per Statement of Work of five Air Quality Monitoring Stations' supplied by 'Met One Instruments, Inc.' USA and installed one each at U.S. Embassy, New Delhi and U. S. Consulates at Chennai, Mumbai, Hyderabad and Kolkata

Cost Rs.: _____

Tax Rs.: _____

Total Rs.: _____

Site Visit Cum Pre-Bid conference: At 1430 hours on February 17, 2016, American Embassy, Shantipath, Chanakyapuri, New Delhi, India. Interested parties must register the participants' name/s of the visitors as per their photo ID for site visit by e-mail Mr. Rajender at xrajender@state.gov no later than 1400 hours on February 16, 2016

1. Offeror, registered with VAT/service tax authority, should submit a copy of VAT/service tax registration certificate along with the offer. In case of VAT registration, please mention the type of category of VAT registration (work vendor or composite vendor). This is a mandatory requirement for evaluation purpose. Acceptability will be determined by assessing the offeror's compliance with the terms of the solicitation. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1.
2. In order to enable the U.S. Government to claim VAT refunds, the offeror shall indicate VAT separately. If VAT is indicated separately, the contractor shall furnish tax invoices in accordance with New Delhi VAT regulations. GOI registered vendors must print the Embassy's TIN 07079892154 on their invoice otherwise their invoice shall be rejected by the Embassy.

3. "DOSAR 652.236-70 Accident Prevention (APR 2004)" clauses shall apply. Attached Contract Clauses are part of this solicitation.
4. For Embassy supplied appliances and materials as provided in the SOW, the Contractor shall submit along with their invoice, detailed installation and consumption statements signed by the Facility Management Officer, failing which their invoice(s) shall not be processed.
5. In case there are contradictory statements in the SOW and the Purchase Order Clauses, the Purchase Order shall prevail.
6. After award of the contract, contractor is required to attend Construction Safety Seminar at the Embassy before start on the project if he/she has not previously attended. The duration of the seminar is one hour and shall be arranged by the Embassy. This is mandatory for security and safety reasons.

The Embassy reserves the right to reject any or all offers and to delete any portion/or items of the solicitation. Your offer should be valid for at least 90 days from the submission date. Once the Purchase Order is awarded, the prices shall hold good till the work is completed.

Your quotation must be submitted at the e-mail address newdelhibids@state.gov by/before 05:00 P.M. on or before February 22, 2016. No quotation will be accepted after this time.

Quotations received after the due time and date shall be dealt with in accordance with the procedures in FAR provision 52.212-1(f).

Name of the Offeror _____

Signature _____ **Dated** _____

E-mail address _____

Contact # _____

Sincerely,



Contracting Officer



STATEMENT OF WORK FOR SERVICE & MAINTENANCE OF FIVE AIR QUALITY MONITORING STATIONS AT U.S. EMBASSY NEW DELHI AND CONSULATES

General:

The US Embassy, New Delhi require to hire services on annual contract basis, for periodic service and maintenance of five Air Quality Monitoring Stations (AQMs) supplied by 'Met One Instruments, Inc. USA and installed at U S Embassy & consulates located at metro cities in India.

The service shall be provided by an agency or a company who has authorization from 'Met One', USA to carry out the service & maintenance on the equipment.

Brief description:

American Embassy has five Air Quality Monitoring (AQM) stations consisting of BAM-1020 housed in the environmentally controlled weather proof unit, supplied with 230/400 V/ 3 phase/50 Hz power supply. The unit monitors PM 2.5 particulate concentration by Beta attenuation method in the ambient air sample on hourly basis. The monitoring stations are located, one each at New Delhi, Chennai, Mumbai, Hyderabad and Kolkata U. S. consulates.

The data generated at these stations is transferred via internet data leased lines to the RCU central servers located in RCU office at U.S. Embassy New Delhi, where it is processed to provide PM2.5 raw and AQI hourly data, round the clock (24 x 7) including holidays.

The server also converts the raw data into csv files and sent it for further processing to Nowcast data at US EPA and received back for public display on U S Embassy web site.

The service provider should be approved by METONE as being authorized to do maintenance and repair on BAM1020 equipment and be capable of completing repairs as quickly as possible to minimize any disruption in data transfer.

The contractor should be technically qualified to maintain the BAM1020 for generating best results. The service team should have at least 2 persons who are adequately trained and have good hands on experience in servicing and maintaining BAM1020 AMQ units.

The service provider will be expected to attain in-depth knowledge of data transfer over data leased lines, phone lines and other alternate methods of data communication and be

able to trouble shoot communication data break-downs as quickly as possible.

Service requirement:

The service is to be provided as per the manufacturer's maintenance schedule given in the Appendix- A and forms the basis of the service contract.

1. The contractor shall provide service visits at each AQM Station as per the service schedule provided by MetOne, i.e. Delhi, Mumbai, Kolkata, Chennai and Hyderabad in one year and carry out the preventive maintenance, service and calibration of the system as recommended.
2. The contractor will attend to any sudden break down in hardware or software at any AQMs and the Delhi servers, promptly and restore the system.
 - a) Option-I: Service to be provided during the working time 8:30 AM to 5:00 PM
 - b) Option-II: Service to be provided 24 x 7
3. The service provider shall inspect the RCU Servers at New Delhi every four months (three times a year), to review the performance of the servers and provide specific input regarding hardware and software upgrades required from time to time. He will service, maintain, replace and upgrade any hardware and software in the system to prevent any beak down.

He will meet the COR to review the overall performance of the all the AQMs.

4. The contractor will service, maintenance and repair of the server and complete data monitoring system including trouble shooting during breaks down. Contractor will ensure that the system should be up & running not less than 95% of the time, excluding AQM shutdowns for preventive maintenance. Following are the details of the hardware & software:

System Hardware:

- a. Main CPU at Delhi (two)
- b. Back up CPU at Delhi (one) (proposed to be installed)
- c. Monitor at Delhi (four)
- d. Modem at Delhi (one)
- e. Key board and mouse (at Delhi)
- f. UPS for AQM (one at each consulate)

System Software (Delhi)

The system currently uses Envitech data acquisition software and Windows 7 (professional)

The service provider should have prior experience and be authorized to work on Envitech DAS platform and should have a team that is well versed working with this software, such as to upgrade, make changes and generate reports, graphs, converts files to .csv formats and such other functions that may be required from time to time.

The service provider should be eligible to upload new software and to upgrade the BAM 1020 latest software versions as recommended by METONE from time to time.

Firmware:

The contractor shall upgrade and ensure that all the BAM1020 units must be equipped with the firmware revision 3.2.4 or later to ensure best accuracy at all times.

Outdoor Hardware:

Contractor is required to repair & maintain BAM1020 along with all associated system and accessories such as pump, electrical distribution circuits, data communication, RH correction smart heaters, AT/BP measuring sensors, relay module, UPS (uninterrupted power supply unit, air conditioner including repair of weatherproof environmental enclosure and any other accessories required to successfully operate the overall system.

5. The Embassy will provide new parts to replace a defective part in BAM 1020 as and when required. The service provider will assist in arranging any such parts that may not be readily available with the Embassy, in such case where the part is arranged by the service provider, the part or cost of the part will be provided to the service provider by the Embassy. The service provider should obtain prior permission from the Embassy before providing and new parts. Permission will also be required to provide any part or service not covered under the contract.
6. Service provider shall include all the labor cost to carry out service, maintenance and repairs. This includes replacement of any defective part with a new part.
7. The Contractor will perform on-site service, maintenance and calibration of the AQM equipment in accordance with the manufacturer's guidelines and as recommended in their periodic maintenance schedule.

8. Contractor will submit a written report after carrying out each periodic service, calibration or breakdown repair activity to the respective Consulate and a mark a copy to COR at Embassy, Delhi. The service report format shall be standard and common for all the AQM services. Before and after each routine service the contractor shall take the snap shot of the fiber tape and submit it along with the service report.
9. The contractor shall provide and use their own general and specialized tools and material to carry out the service and calibration of the equipment. However, general support such as ladder etc. can be provided at site. Embassy will also provide any other tool that have been provided by MET-ONE along with the delivery of original equipment and specialized tool to carry out flow calibration, beta detector and dark count test.
10. Besides the regular service, the contractor will also attend to any unexpected or sudden break down in the functioning BAM1020 and of the hardware and software of these AQM stations including the main server at Delhi and rectify the same in the shortest possible time. A report identifying the cause & action taken to rectify shall be submitted to COR, Embassy Delhi and copy to the Consulate, at each instance.
11. The service should be provided by qualified & trained personal having good field experience on similar machines (BAM1020) under the direction of supervisor having field experience and trained at the manufacturer's factory for maintenance of these units.
12. The service provider shall depute a senior technical personal trained by Met One, with good knowledge of the service and maintenance of the AQM to visit each AQM station, once every quarter, to inspect and verify that the quality of the service being provided by the company is up to the standard set by Met One. Report of the inspection shall be submitted to (COR), Embassy Delhi office.
13. All the service/breakdown report generated at the site should be reviewed by the expert of the service provider and shall be analyzed to provide permanent solution to any recurring issues.
14. Each break down service report from consulates and Delhi, shall accompany a photograph of the fiber tape including at least last 4 to 5 measurement spots of

the AQM tape for review. This works includes coordinating and monitoring of data and trouble shoot the

problem and resolve preferable within 4 hours but not beyond 8 hours.

15. Information with detail of the person such as name/date of visit/time of visit etc. will be provided 48 hours in advance to arrange for his access to the Embassy and Consulates.
16. Service provider will not alter any previously set parameters without the written permission of COR.
17. The service provider will provide basic trouble shooting guidelines to the Embassy staff, related to the smooth functioning of AQM stations
18. All the old or replaced material, with their accessories and other scrap material will be retained by the Embassy. Contractor shall seek the written permission prior to taking or moving out any instrument from the Embassy or consulate related to the AQM stations.
19. Service provider will never pass on any information related to the data of air sampling to any one without written permission of the American Embassy.
20. The service provider shall recommend the time and cycle of calibration of the tools and equipment used for calibration of the BAM1020.
21. Under no circumstances should anyone be allowed to attempt to remove or access the beta particle detector or C-14 source in the field.
22. The service provider shall keep the customer updated with the latest guidelines and revised manuals as updated by the manufacturer.
23. The service provider shall put in place a mechanism to store all the data in an external device or system. He will down load the data as required directly from the BAM1020 and store it in the backup system.
24. The service provider will suggest all the updates required to keep the system up and running to perform efficiently and provide technical guidance on calibration of the instrument that are being use to service and calibrate the BAM.

25. The service provider shall carry out any trouble shooting and diagnostic on the unit only as per the guidelines laid down by the manufacturer.
26. The service provider shall keep a track of the Fiber tape roll usage and will be responsible to replace it with a new roll well before it runs out, to prevent any data loss. New tape roll for replacement will be provided by the Embassy.
27. The service provider shall assist in adjusting the range of all the BAM 1020 to read up to 2000 microgram. These are currently limited to read up to 985 microgram.
28. The service provider shall make necessary correction in the PM2.5 measuring range in Envitech software at Delhi, up to 2000 microgram to receive higher concentration reading.
29. The service provider shall make necessary provision for setting out Alarm / SMS to designated phone numbers when the AQM fails or the reading goes beyond a certain range.
30. The service provider shall develop as a backup model of using of dongle on trial basis to find an alternative to the frequently failing leased lines at consulates. Embassy will provide a dongle if required.
31. The service provider shall be required to set up a backup arrangement to the existing AQM servers in form of an additional CPU or external hard disk to save the data and program in case of system crash. The new arrangement preferable should be a Master-Slave arrangement.

Note:

The contractor will carry out a walk through to familiarize himself with the existing system and ask for any specific question regarding the system. It will be deemed to be understood that the contractor is fully aware of all the details if queries are not made.

Contractor shall quote as optional:

1. The service provider shall be responsible to directly execute contract with leased line service provide for transferring the data from consulates to New Delhi RCU Servers. The contractor shall ensure that the data transfer remains uninterrupted and shall have an uptime of least 99% or more.
2. The contractor will attend to any sudden break down at Delhi and Consulate AQMs

promptly to restore the units.

- a) Option-I: Service to be provided during the working time 8:30 AM to 5:00 PM
- b) Option-II: Service to be provided 24 x 7

ANNEXURE – A

AQM Periodic Maintenance Schedule

Maintenance Item	Suggested Period
Nozzle and Vane Cleaning	Monthly
Leak Check	Monthly
Flow System Check/audit	Monthly
Clean Capstan Shaft and Pinch Roller Tires	Monthly
Clean PM10 and PM2.5 inlet and cyclone particle traps	Monthly
Download and save digital data log & error log	Monthly
Compare BAM-1020 Data to External Datalogger Data (if used)	Monthly
Check or set BAM real –time clock	Monthly
Replace filter tape roll	2 Months
Run SELF-TEST Function in TAPE menu	2 Months
Download & Verify BAM-1020 Settings files	Quarterly
Complete Flow Audit and Calibration	Quarterly
Complete disassemble & clean PM10 & PM2.5 cyclone	Quarterly
Clean Internal Debris Filter	Quarterly
Replace or Clean Pump Muffler	6 months
Test Filter RH and Filter Temperature sensors	6 months
Test Smart Heater function	6 months
Test Pump Capacity	6 months
Perform 72 hour BKGD (BX-302 zero filter) test	12 months
Remove and check Membrane Span Foil	12 Months
Beta Detector Count Rate and Dark Count Test	12 Months
Clean Inlet Tube (BX 344, cleaning kit)	12 months
Test Analog DAC Output (if used)	12 Months
Check and replace lithium battery, if necessary	12 Months
Rebuild Vacuum Pump	12 months
Replace Nozzle O-ring (Special tools required)	12 months
Replace Pump Tubing, if necessary	12 Months

Technical Specifications

1. Specification of Server CPU, Display and accessories

Specs of DAS-Server	
OS	Windows 7 Professional
Processor	Intel ® Core (TM i3-2120 CPU @3.30 GHz
RAM	4.00 GB
System Type	32-bit Operating System
Keyboard	HP, Model # SK - 2880
Mouse	HP make
Display Unit	HP make

Specs of Web-Server	
OS	Windows 7 Professional
Processor	Intel ® Core (TM i3-2120 CPU @3.30 GHz
RAM	4.00 GB
System Type	32-bit Operating System
Keyboard	HP, Model # KU-0316
Mouse	HP make
Display Unit	HP make
Router Make :	D Link, Model # DFL - 160

2. Specification of Modem:

D- Link (Net defended SOHO UTM) DEL- 160

3. Specification of UPS:

Make: Emerson; Model: GXT MT SB. 2KVA UPS. SB model is with inbuilt batteries.

Technical Specifications

Model		2 kVA	
OUTPUT PARAMETERS			
Capacity			
Power Factor		0.8	
Nominal Voltage		220 / 230 / 240 Vac	
Voltage THD		<=4% - Linear Load <=7% - Non Linear load	
Frequency Regulation - Free Run (Unsynchronised with bypass)		+ / - 0.5 Hz	
Frequency Regulation (Synchronised with bypass)		47.5 - 52.5 HZ / 57.5 - 62.5 HZ	
Creast Factor		3:1 max.	
AC - AC Efficiency		88% R-Load, 87% RCD - Load	
Transfer time - Mains to battery		0 millisec	
Transfer time - Inverter to bypass - Synchronisation mode		4 msec	
INPUT PARAMETERS			
Configuration		1 phase, L-N + PE	
Nominal Voltage		230 Vac	
Voltage range		160V to 300V at 100% Load, At 60% Load 110V to 300 Vac	
Frequency		50 / 60 Hz	
Frequency range - Hz		40 - 70 Hz	
Power Factor		0.95	
BATTERY CHARGER			
Nominal Voltage - Float (SB Model)		82.1 Vdc	
Nominal Voltage - Float (LB Model)		110 Vdc	
Maximum charging current - STD. / LB.		1A - STD and 8 A - LB	
BATTERY PARAMETERS			
Type		SMF	
No. of battery blocks (SB Model)		6 X 7 Ah	
Battery Voltage (LB Model)		96 VDC (8 Battery Blocks)	
ENVIRONMENTAL PARAMETERS			
Operating temperature		0 to 40 deg. centigrade	
Storage temperature		-20 to 50 deg. centigrade	
Noise level		>=45db	
MECHANICAL PARAMETERS			
Height X Width X Depth (MM)		318 X 190 X 387	
Weight		26 kg. - STD., 13 kg. - LB	
Colour / Panel finish		RAL 7016 dark grey	
Protection		IP20	
Communication Port		RS232, USB	
EPO (Emergency Power off Mode)		Yes	
MONITORING SOFTWARE		SNMP, dry contact card, UPSilon 2000	
STANDARDS			
EMI		EN 62040-2: 2006	
SAFETY		EN 62040-1-1: 2003	
PERFORMANCE (technical feature)		IEC / EN 62040 - 3	

4. Software specification:

- a. Envitech Software: (Envidas UL (Envitech Ltd), Envidas Reporter 2013/ Envidas Ultimate View)
- b. Microsoft Windows & Office : (Windows 7, Professional, Microsoft Office 2013)

5. Data Leased line specifications:

The specification for the dedicated leased lines are as follows:

- 1. 1 Mbps
- 2. Dedicated (Not shared or Bundled) Internet Connection
- 3. 1:1
- 4. Synchronized
- 5. Unlimited data transfer
- 6. Fiber optic terrestrial connectivity.
- 7. Link availability 99.5%
- 8. Packet loss $\leq 0.5\%$
- 9. Minimum 4 or more static Public IP addresses for VPN equipment, network mask, and default gateway IP address. VPN to be created by US Embassy /vendor
- 10. ISP interface connectors: RJ-45 with 10/100BaseT interface
- 11. ISP availability: "Always on"
- 12. ISP connection must NOT repeat NOT use Network Address Translation (NAT).
- 13. ISP must permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
- 14. ISP must permit installation of Customer VPN encryption devices on circuit As per Regulatory Compliance from Govt. Of India
- 15. ISP should have more than 3 International Gateways in India
- 16. Full redundancy connectivity to Internet
- 17. ISP should support both IPv4 & IPv6
- 18. 24/7 technical support including customer access to real time performance monitoring tools and reports via the internet.
- 19. Account Manager response to questions within two working days The ISP will provide the Ethernet cable duly trenched or laid over ground upto and inside the Air Quality Monitor cabinet. The ether cable shall be CAT 6 or Fiber optic terminated to the ISP provided CPE (customer premises equipment) or router. Power to the router / CPE will be provided by Embassy.

General Safety Guidelines

3.0 WORK STANDARDS: The contractor shall be responsible for providing the workers proper tools and test equipment to accomplish each segment of this work statement. The entire work shall be carried out by professionally qualified and certified persons. The craftsmanship shall be professional and maintain the Indian standards or embassy standards with necessary fire and life safety precautions wherever required. All the material and equipment supplied must be ISI marked or other international standards certified. Finally decision for the approval or rejection of any material or equipment for quality is under COR jurisdiction.

4.0 CLEANING OF THE WORK SITE: The contractor shall be responsible for cleaning of the work-site every day during the execution of work. The contractor shall be responsible to dispose of the trash and debris. The contractor shall ensure that all facilities receiving this work shall be left in a condition acceptable to COR and the site supervisor upon completion. The contractor shall be responsible for the disposal of removed materials.

7.0 SECURITY REQUIREMENTS and ACCESS: The Embassy shall arrange for security clearances of the contractors' workers to be deployed at the Embassy. The contractor is required to provide the full names and completed security forms of personnel's those who are assigned to this specific task within ten working days after the award of the contract.

6.0 SAFETY.

Safety is the highest priority. The contractor shall direct all of those under his charge to work safely. The safety concerns shall be brought to the attention of the COR. The contractor shall take all necessary measures and precautions to avoid interruptions of Government operations and delays. Contractor must provide and maintain work environment and procedures, which will safeguard the public and Government personnel, property, materials and equipment exposed to his operations and activities. The contractor's staff will take all safety precautions and comply with the standards issued by OSHA, local authorities, Embassy's occupational health and safety issues. All work should be carried in accordance with applicable safety regulations and as per the Annexure – B.

Annexure- B

SAFETY STANDARDS TO BE FOLLOWED AT CONSTRUCTION AND RENOVATION SITES

General

1. All contractor employees engaged in maintenance/construction activities must wear proper shoes appropriate for their trade. No open toed sandals, flip-flops, or bare feet are permitted at work site.
2. All workers shall be fully clothed. No half pants and other non-appropriate clothing (Dhoti) will be accepted.
3. Malba / trash accumulated on the site shall be removed at a regular intervals (if possible on daily basis) to prevent trip hazards.
4. Employees exposed to occupational hazards shall wear personal protective equipment (hard-hats, eye protection, ear protection, etc.). Appropriate protective equipment for any operation varies with the size, nature and location of work to be performed.
5. Drinking water must be made available to all contractor employees.
6. It is the responsibility of the contractor to provide all personal protective equipment (PPE) per the requirements at the work site and as directed by the COR. Any mishap due to negligence on the part of the contractor shall be entirely the contractor's responsibility.

Ladders Safety

1. Contractor shall use aluminum or fiber glass ladders for most purposes. Wooden or bamboo ladders are not allowed on the site.
2. Proper ladder for the specific job shall be used (for example fiber glass ladders for electrical work etc.).
3. Damaged ladders or ladders with missing supports, shoes, etc. shall not be used at the work site.
4. Height of the ladder shall be at least two feet above the required height for the work.

Electrical

1. All the equipment / machines to be used for the execution of the job shall be properly grounded.
2. All the extension boards to be used at the site shall have proper grounding.
3. All connections to any of the outlets shall be through three pin plugs. Direct connection of wires into receptacles is not permitted.
4. Machines/Tools with damaged wiring/ cabling shall not be used at site. The extension cord or wire with the machines shall be solid core with no breaks.
5. Electricians working on the site shall wear non-conductive shoes with rubber soles and shall use rubber gloves during execution of the work.

6. Any heavy equipment requiring voltage higher than 220VAC shall be connected under supervision of an embassy electrician.
7. No taped joint or undersize wiring is allowed at the site for the work.

Lock Out / Tag Out

1. Lock out/tag out devices should be used during the testing of the electrical points and wiring. **Confined Spaces.**
2. If contractor's employees must work in a confined space the contractor shall contact the COR before proceeding with the work. Contractor shall arrange all the equipment as instructed by the COR to accomplish the job in a safe manner.

Height Protection

1. Contractor's employees working at elevations greater than 8 feet for prolonged periods (greater than 1 hour) shall use sturdy metal pipe scaffolding. Alternatives to scaffolding shall require approval of the COR.

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED
BY OVERSEAS CONTRACTING ACTIVITIES

(Current thru FAC 2005-75-83)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (JAN 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

___ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
 - (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is "	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)